

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment and Acceptance Agreement (of Security Interest)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LaSalle Business Credit, LLC	FORMERLY LaSalle Business Credit, Inc.	04/07/2005	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	401 Merritt Street		
Internal Address:	Suite 23		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06856-1177		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	76398425	OIL MATE	
Serial Number:	75559162	POWERING THE FUTURE	
CORRESPONDENCE DATA			
Fax Number:	(414)273-5198		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	414-273-3500		
Email:	bgilpin@gklaw.com		
Correspondent Name:	Brian G. Gilpin		
Address Line 1:	780 North Water Street		
Address Line 2:	Godfrey & Kahn, S.C.		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	059444-0018		
NAME OF SUBMITTER:	Brian G. Gilpin		

CH 76398425 \$65.00

900097686

TRADEMARK
REEL: 003706 FRAME: 0351

Signature:

/bgg/

Date:

01/29/2008

Total Attachments: 10

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ASSIGNMENT AND ACCEPTANCE AGREEMENT

THIS ASSIGNMENT AND ACCEPTANCE AGREEMENT (this "Agreement") is made as of April 7, 2005 by and among STANDARD FEDERAL BANK NATIONAL ASSOCIATION ("Assignor"); LASALLE BUSINESS CREDIT, LLC (f/k/a LaSalle Business Credit, Inc.), a Delaware limited liability company, as agent for Assignor ("LBC"); GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, as agent for certain lenders ("Assignee"), ENGINEERED MACHINED PRODUCTS, INC., a Michigan corporation ("EMP-MI"), ENGINEERED MACHINED PRODUCTS, INC., an Indiana corporation ("EMP-IN"), and E.M.P. RACING, INC., a Michigan corporation ("EMP-Racing") and, together with EMP-MI and EMP-IN, "Original Borrowers"). All capitalized terms used in this Agreement and not otherwise defined herein will have the respective meanings set forth in the Credit Agreement (as defined below).

RECITALS:

WHEREAS, Original Borrowers, Assignor, as lender, and LBC entered into that certain Loan and Security Agreement, dated as of October 10, 2002 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), pursuant to which Assignor extended a revolving credit facility to Original Borrowers (the "Assignor Loans").

WHEREAS, Original Borrowers, the other Credit Parties signatory thereto, General Electric Capital Corporation and the other lenders signatory thereto from time to time ("Original Credit Lenders") entered into that certain Credit Agreement, dated as of October 10, 2002 (as amended, restated, supplemented or otherwise modified from time to time, the "Original Credit Agreement"), pursuant to which Original Credit Lenders extended capital expenditure and term credit facilities to Original Borrowers.

WHEREAS, Assignee and LBC entered into that certain Intercreditor Agreement, dated as of October 10, 2002 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), setting forth their relative priorities with respect to certain collateral of Original Borrowers.

WHEREAS, Assignor desires to assign to Assignee all of its right, title and interest in the Assignor Loans and the LaSalle Loan Documents (as defined below) and to delegate to Assignee all of its commitments and other duties with respect to such Assignor Loans and the LaSalle Loan Documents (the "Assignment").

WHEREAS, immediately subsequent to the Assignment, LBC desires to resign as agent under the Loan Agreement (the "Resignation"), and Assignee desires to appoint Assignee as agent under the Loan Agreement (the "Appointment").

WHEREAS, subsequent to the Assignment, LBC and Assignee desire to terminate the Intercreditor Agreement.

WHEREAS, in connection with the execution of an Amended and Restated Credit Agreement among Original Borrowers, EMP Advanced Development, LLC, a Michigan limited liability company ("Advanced Development" and, together with Original Borrowers, "Borrowers"), the other Credit Parties signatory thereto, Assignee, LaSalle Business Credit, LLC, as Revolving Credit Agent, and the other Lenders signatory thereto from time to time (including all annexes, exhibits and schedules thereto and as further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), Assignee has agreed to accept the Assignment and the Appointment and to terminate the Intercreditor Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, Assignor, LBC and Assignee agree as follows:

1. ASSIGNMENT, DELEGATION, AND ACCEPTANCE

(a) Assignment. Assignor hereby transfers and assigns to Assignee all of Assignor's right, title and interest in the Assignor Loans and the LaSalle Loan Documents. This Assignment is made simultaneously and together with the Endorsement of the note evidencing the Assignor Loans by Assignor in favor of Assignee on an allonge to the note.

(b) Delegation. Assignor hereby irrevocably assigns and delegates to Assignee all of its commitments and its other duties and obligations as a lender under the Loan Agreement and related documents (collectively, the "LaSalle Loan Documents").

(c) Acceptance by Assignee Lender. By its execution of this Agreement, Assignee irrevocably purchases, assumes and accepts such assignment and delegation and agrees to be a lender with respect to the delegated interest under the LaSalle Loan Documents and to be bound by the terms and conditions thereof. By its execution of this Agreement, to the extent provided herein, Assignor agrees to relinquish its rights and be released from its obligations and duties under the LaSalle Loan Documents.

(d) Closing Date. Such assignment and delegation by Assignor and acceptance by Assignee will be effective as of the Closing Date and upon payment of the Assigned Amount (as defined below). Interest and fees accrued on the Assignor Loans prior to the Closing Date are for the account of Assignor, and interest and fees accrued from and after the Closing Date, if any, are for the account of Assignee.

2. INITIAL PAYMENT AND DELIVERY OF LOAN DOCUMENTS

(a) Payment of the Assigned Amount. Assignee will pay to Assignor, in immediately available funds on the Closing Date, an amount equal to the then outstanding principal amount of the Assignor Loans as set forth above in Section 1(a), together with accrued interest, fees and other amounts as set forth on Schedule 1 less, in each case, the amount of Assignor's New Commitment, such net amount to be no less than zero (the "Assigned Amount").

(b) Delivery of LaSalle Loan Documents. Following payment of the Assigned Amount, Assignor will deliver to Assignee the original note previously delivered to Assignor evidencing the Assignor Loans and the other LaSalle Loan Documents.

3. TERMINATION OF INTERCREDITOR AGREEMENT

(a) Assignee and LBC agree that the Intercreditor Agreement is hereby terminated as of the date hereof in all respects, and no party thereto shall have any further obligations or liabilities of any kind thereunder.

4. RESIGNATION AND APPOINTMENT

(a) Resignation. LBC hereby resigns as agent under the Loan Agreement, and Assignee hereby accepts such resignation.

(b) Appointment. Assignee hereby appoints Assignee to act on behalf of lenders as agent under the Loan Agreement and the other LaSalle Loan Documents.

5. REPRESENTATIONS, WARRANTIES AND COVENANTS

(a) Assignee's Representations, Warranties and Covenants. Assignee hereby represents, warrants and covenants the following to Assignor and LBC:

(i) this Agreement is a legal, valid and binding agreement of Assignee, enforceable according to its terms;

(ii) the execution and performance by Assignee of its duties and obligations under this Agreement will not require any registration with, notice to or consent or approval by any Governmental Authority; and

(iii) Assignee has full power and authority and has taken all action necessary to execute and deliver this Agreement, to fulfill the obligations hereunder and to consummate the transactions contemplated hereby.

(b) Assignor's Representations, Warranties and Covenants. Assignor hereby represents, warrants and covenants the following to Assignee and LBC:

(i) this Agreement is a legal, valid and binding agreement of Assignor, enforceable according to its terms;

(ii) the execution and performance by Assignor of its duties and obligations under this Agreement and the LaSalle Loan Documents will not require any registration with, notice to or consent or approval by any Governmental Authority;

(iii) Assignor has full power and authority and has taken all action necessary to execute and deliver this Agreement, to fulfill the obligations hereunder and to consummate the transactions contemplated hereby; and

(iv) Assignor is the legal and beneficial owner of the interests being assigned hereby, free and clear of any adverse claim, lien, encumbrance, security interest, restriction on transfer, purchase option, call or similar right of a third party.

(c) LBC's Representations, Warranties and Covenants. LBC hereby represents, warrants and covenants the following to Assignor and Assignee:

(i) this Agreement is a legal, valid and binding agreement of LBC, enforceable according to its terms;

(ii) the execution and performance by LBC of its duties and obligations under this Agreement will not require any registration with, notice to or consent or approval by any Governmental Authority; and

(iii) LBC has full power and authority and has taken all action necessary to execute and deliver this Agreement, to fulfill the obligations hereunder and to consummate the transactions contemplated hereby.

6. FINANCING STATEMENTS

Assignor, LBC and Original Borrowers hereby authorize Assignee to file Uniform Commercial Code amendment statements indicating the assignment contemplated by this Agreement, including amendment statements with regard to the financing statements listed on Schedule 2.

7. MISCELLANEOUS

(a) Further Assurances. Assignor, Assignee, LBC and Original Borrowers agree to execute any additional instruments that are reasonably necessary or appropriate to effectuate the assignment contemplated by this Agreement.

(b) Failure to Enforce. No failure or delay on the part of Assignee, LBC or Assignor in the exercise of any power, right or privilege hereunder or under any LaSalle Loan Document will impair such power, right or privilege or be construed to be a waiver of any default or acquiescence therein. No single or partial exercise of any such power, right or privilege will preclude further exercise thereof or of any other power, right or privilege. All rights and remedies existing under this Agreement are cumulative with and not exclusive of any rights or remedies otherwise available.

(C) Notices. Unless otherwise specifically provided herein, any notice or other communication required or permitted to be given will be in writing and addressed to the respective party as set forth below its signature hereunder or to such other address as the party may designate in writing to the other.

(d) Amendments and Waivers. No amendment, modification, termination, or waiver of any provision of this Agreement will be effective without the written concurrence of Assignor, LCB and Assignee.

(e) Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law. In the event any provision of this Agreement is or is held to be invalid, illegal or unenforceable under applicable law, such provision will be ineffective only to the extent of such invalidity, illegality or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Agreement. In addition, in the event any provision of or obligation under this Agreement is or is held to be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations in any other jurisdictions will not in any way be affected or impaired thereby.

(f) Section Titles. Section titles in this Agreement are included for convenience of reference only, do not constitute a part of this Agreement for any other purpose and have no substantive effect.

(g) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

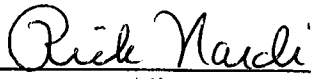
(h) Applicable Law. THIS AGREEMENT WILL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE.

(i) Counterparts. This Agreement and any amendments, waivers, consents or supplements may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed and delivered, will be deemed an original and all of which shall together constitute one and the same instrument.

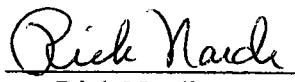
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IN WITNESS WHEREOF, this Agreement has been duly executed as of the date first written above.

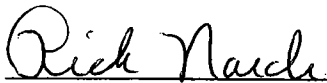
**ENGINEERED MACHINED PRODUCTS,
INC.,** a Michigan corporation

By: 
Name: Rick Nardi
Title: Chief Financial Officer

ENGINEERED MACHINED PRODUCTS, INC.
(dba Engineered Machined Products of Indiana,
Inc.), an Indiana corporation

By: 
Name: Rick Nardi
Title: Chief Financial Officer

E.M.P. RACING, INC., a Michigan corporation

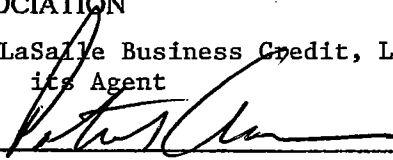
By: 
Name: Rick Nardi
Title: Chief Financial Officer

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date first written above.

ASSIGNOR:

STANDARD FEDERAL BANK NATIONAL
ASSOCIATION

By: LaSalle Business Credit, LLC,
its Agent

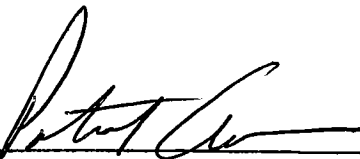
By: 
Name: Patrick E. Aarons
Title: First Vice President

Notice Address:

c/o LaSalle Business Credit, LLC
3060 Peachtree Road
Atlanta, Georgia 30305
Attention: Patrick Aarons, Region Credit
Manager
Telecopier No.: 404-365-8677
Telephone No.: 404-365-7955

LBC:

LASALLE BUSINESS CREDIT, LLC

By: 
Name: Patrick E. Aarons
Title: First Vice President

Notice Address:

3060 Peachtree Road
Atlanta, Georgia 30305
Attention: Patrick Aarons, Region Credit
Manager
Telecopier No.: 404-365-8677
Telephone No.: 404-365-7955

ASSIGNEE:

GENERAL ELECTRIC CAPITAL
CORPORATION

By: _____
Name: _____
Title: _____

Notice Address:

General Electric Capital Corporation
401 Merritt Seven, Suite 23
Norwalk, CT 06856-1177
Attention: EMP Account Manager
Telecopier No.: _____
Telephone No.: _____

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date first written above.

ASSIGNOR:

LBC:

STANDARD FEDERAL BANK NATIONAL
ASSOCIATION

LASALLE BUSINESS CREDIT, LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Notice Address:


Notice Address:

c/o LaSalle Business Credit, LLC
3060 Peachtree Road
Atlanta, Georgia 30305
Attention: Patrick Aarons, Region Credit
Manager
Telecopier No.: 404-365-8677
Telephone No.: 404-365-7955

3060 Peachtree Road
Atlanta, Georgia 30305
Attention: Patrick Aarons, Region Credit
Manager
Telecopier No.: 404-365-8677
Telephone No.: 404-365-7955

ASSIGNEE:

GENERAL ELECTRIC CAPITAL
CORPORATION

By: 
Name: DAVID L'HOMME
Title: DULY AUTHORIZED SIGNATORY

Notice Address:

General Electric Capital Corporation
401 Merritt Seven, Suite 23
Norwalk, CT 06856-1177
Attention: EMP Account Manager
Telecopier No.: 203-229-1469
Telephone No.: 203-229-1415

SCHEDULE 1

Accrued Interest and Fees with respect to Assignor's Loans

Accrued Interest \$28,048.49

Fees \$1,759.32

SCHEDULE 2**UCC Financing Statements**

Debtor	Financing Statement Number	Filing Date	Jurisdiction
Engineered Machined Products, Inc.	45442C	9/25/02	Michigan Department of State
E. M. P, Racing, Inc.	45443C	9/25/02	Michigan Department of State
Stewart Components, Inc.	46172C	10/4/02	Michigan Department of State
E.M.P. Racing, Inc. and Stewart Components, Inc.	Liber 668 Pages 969-975	10/18/02	Delta County, Michigan Register of Deeds
Engineered Machined Products, Inc. and EMP of Indiana, Inc.	Liber 668 Pages 976-980	10/18/02	Delta County, Michigan Register of Deeds
Engineered Machined Products, Inc.	Liber 668 Pages 981-990	10/18/02	Delta County, Michigan Register of Deeds
Engineered Machined Products, Inc., a Michigan corporation and Engineered Machined Products, Inc., an Indiana corporation	Liber 696 Page 410-414	03/18/03	Delta County, Michigan Register of Deeds
Engineered Machined Products, Inc.	200200008808846	9/26/02	Indiana Secretary of State
EMP of Indiana, Inc. (a trade name of Engineered Machined Products, Inc.)	200200009162305	10/07/02	Indiana Secretary of State
Engineered Machined Products, Inc. and EMP of Indiana, Inc.	003642	10/18/02	Marion County, Indiana Recorder's Office
Engineered Machined Products, Inc.	003643	10/18/02	Marion County, Indiana Recorder's Office
Engineered Machined Products, Inc. and EMP of Indiana, Inc.	70945	10/14/02	Hancock County, Indiana Recorder's Office
Engineered Machined Products, Inc.	70958	10/18/02	Hancock County, Indiana Recorder's Office

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